

## **Owner Claims**

For leases entered into before October 2, 1994, as part of the HAP Contract, owners were allowed to make “special claims” for damages, unpaid rent, and vacancy loss in the Certificate Program, after the tenant vacated the unit. Ultimately the tenants were responsible for repaying the OCHA for the special claims for unpaid rent, damages, and vacancy loss, as described below.

The participants were informed of the possible effect on transfer rights and future program participation if payment was not made within the time specified by the OCHA. Nonpayment of monies owed to the OCHA could result in termination from the Section 8 Program and a possibility of being denied participation in the Section 8 Rental Assistance Program in the future. See Chapter 25, of this Plan regarding Repayment Agreements for specific terms and conditions.

As a result of the Quality Housing and Work Responsibility Act of 1998, the Certificate Program was entirely converted to the Housing Choice Voucher Program as of October, 2001. Since the conversion of Certificates to Vouchers, when the family moves out of the contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

Any serious or repeated violations of the lease are grounds for the OCHA to deny or terminate assistance for the family. (See Chapter 20, of this Plan regarding Denial or Termination of Assistance).

#### **A. UNPAID RENT**

Unpaid rent is the tenant’s portion of rent due and payable while the tenant is under the assisted lease. It does not include the tenant’s obligation for rent beyond the termination date of the HAP Contract.

#### **B. DAMAGES**

Damages are defined as those items, which exceed normal wear and tear. Damages which were caused during tenancy, which were repaired, and billed but never paid and remain unpaid at move-out can be considered other items due under the lease and included in the listing of damages.

#### **C. VACANCY LOSS**

To claim vacancy loss in the former Section 8 Certificate Program only, the landlord was required to meet the minimum requirements of:

Immediately upon learning of the vacancy, notify the OCHA of the vacancy or prospective vacancy;

Take and continue to take all feasible actions to fill the vacancy, including, but not limited to:

- Contacting families on the owner’s waiting list, if any;
- Requesting the OCHA and other appropriate sources to refer eligible families;
- Advertising the availability of the unit; and
- Not rejecting any eligible families except for good cause acceptable to the OCHA.

Posting the vacancy with the OCHA was acceptable in lieu of the advertisement.